

ORIGINAL



Michael B. Fingerhut
General Attorney

401 9th Street, Northwest, Suite 400
Washington, D.C. 20004
Voice 202 585 1909
Fax 202 585 1897
PCS 202 607 0624
michael.b.fingerhut@mail.sprint.com

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RECEIVED

February 27, 2002

FEB 27 2002

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

William F. Caton
Acting Secretary
Federal Communications Commission
445 12th Street SW,
Washington D.C. 20554

**Re: *Ex Parte* - Telecommunications Carriers' Use Of Customer Proprietary
Network Information And Other Customer Information CC Docket No. 96-115**

Dear Mr. Caton:

On February 26, 2002, Jay Keithley, Vice President Law and External Affairs for Sprint Corporation, and the undersigned met with Marcy Greene and William Dever, both of the Policy and Program Planning Division of the Common Carrier Bureau to discuss issues raised by the Commission's *Second Further Notice of Proposed Rulemaking* in the above-referenced docket. Specifically, Sprint emphasized its strong support for allowing a carrier to use the so-called opt-out method for obtaining the approval of its customers to use their CPNI to market products and services offered by the carrier that fall outside of the group of services the carrier is already providing to such customers. In addition, Sprint discussed the need for the Commission to clarify that Section 222 and the Commission's regulations issued thereunder effectively preempts inconsistent State regulation of CPNI. Sprint provided Ms. Greene and Mr. Dever the materials attached hereto.

If you have any questions, please contact the undersigned.

Respectfully submitted,

c: Marcie Greene, CCB, w/o attachments
William Dever, CCB, w/o attachments

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2002



With Sprint,
you'll always have the inside scoop
on our new products and services.

**As a valued Sprint customer, you'll be sure to hear
about anything new we're offering or introducing.**

At Sprint, we're always working to improve our products and services. Being able to review your account information will help us determine whether any improvements outside your class of service may be of benefit to you.

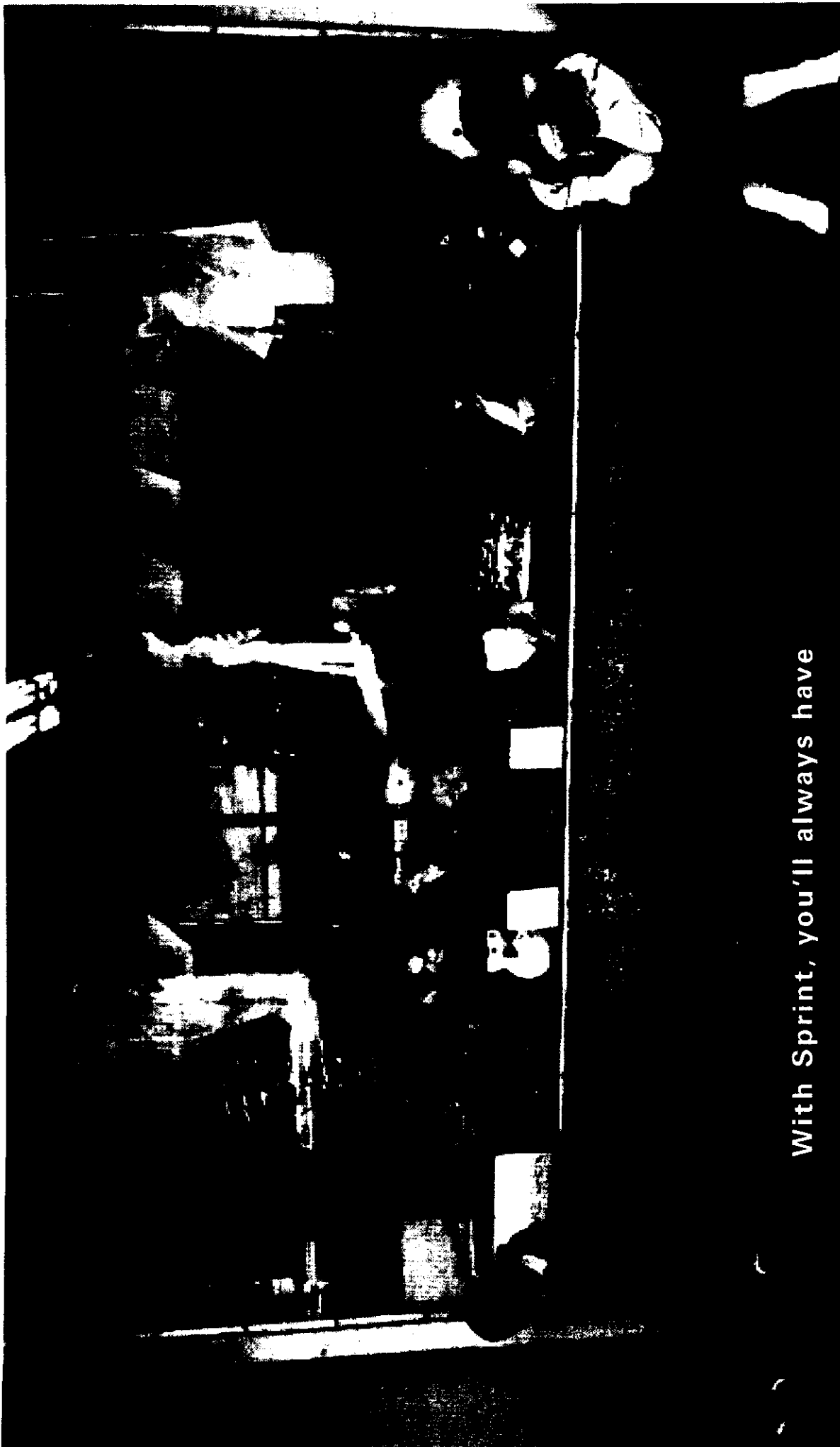
We understand that your account information, including your technical configuration, where and how much you call, and the use of our products, is confidential.

If you prefer that we not have access to review your account for this purpose, please call the number on your invoice. Be assured that your decision will have no impact on your current Sprint services and that we will never provide your account information to other companies unless you authorize us in writing to do so. Thank you.



The point of contact®

190-0170



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the inside scoop
on our new products and services.

**As a valued Sprint customer,
you'll be sure to hear about anything
new we're offering or introducing.**

At Sprint, we're always working to improve our products and services. Being able to review your account information will help us determine whether any improvements outside your class of service may be of benefit to you.

We understand that your account information, including your technical configuration, where and how much you call, and the use of our products, is confidential.

If you prefer that we not have access to review your account for this purpose, please call us toll-free at **1-877-477-8618**.

Be assured that your decision will have no impact on your current Sprint services and that we will never provide your account information to other companies unless you authorize us in writing to do so.

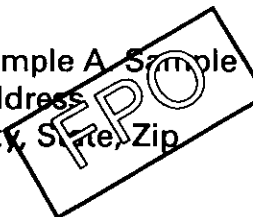
Thank you.



P.O. Box 152272
Irving, TX 75015-2272



Sample A Sample
Address
City, State, Zip





First National Bank
Omaha

PO Box 3331
Omaha NE 68103-0331

FIRST STD
US POSTAGE
PAID
OMAHA, NE
PERMIT NO. 1744



PO Box 3331
Omaha NE 68103-0331
402.341.7447
800.688.7070

April 30, 2001

Dear

At First National Bank Omaha, our goal is to provide you with a broad range of banking products and services. However, we understand that protecting your privacy is also important.

That's why we're taking this opportunity to inform you how the information we collect on your credit card account is used. Enclosed, please find a brochure that goes into greater detail as to how First National Bank maintains and uses your financial information on your credit card account. We want to continue to inform you about new products or benefit offers that will make your First National Bank credit card a stronger financial tool. Please take a few moments to review the brochure and respond.

As always, First National Bank is committed to providing you with superior products and services. We're at your service to assist with your financial needs now and in the future.

Sincerely,

A handwritten signature in cursive script that reads "George F. Schmelzel".

George F. Schmelzel
Vice President, Marketing

Enclosure(s)
LTR10



First National Bank
Omaha

Important information on privacy

See
inside

We care about you, our valued customer

At First National Bank Omaha, we are dedicated to protecting your privacy and providing you with quality products and services. We want you to understand the information we collect and how we use it to provide high quality products and services that will benefit you. Our privacy notice serves as a standard for all First National Bank Omaha employees for the collection, use, retention, and security of information regarding your credit card accounts. Please note that limiting the information we share may hinder our ability to provide you with the most beneficial products and services.

Product development

In order to determine the products and services that would best benefit you, we develop marketing programs based on nonpublic personal information we have collected about you. "Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a financial product or service to you.

Information used to provide products

We collect nonpublic personal information from a variety of sources:

- Information you provide on your initial application and other account documentation.
- Information about your transaction history with us, our affiliates, or others.
- Information we obtain from external third parties (such as credit bureaus, demographic data companies, or public sources).

To meet customer demand for high quality products and services it is very important we disclose the information we collect to financial institutions with whom we have a joint marketing arrangement and to nonaffiliated third parties. "Nonaffiliated third parties" include financial service providers (such as mortgage bankers, securities broker-dealers and insurance agents), non-financial companies (such as retailers, direct marketers, airlines, publishers), non-financial institutions with whom we jointly market credit cards, companies who perform services on our behalf, and others (such as non-profit organizations).

You may opt-in and agree to have your nonpublic personal information disclosed to nonaffiliated third parties by completing and returning to us the detachable form. Even if you choose not to opt-in, we may disclose nonpublic personal information to nonaffiliated third parties as permitted by law.

We are permitted by law to disclose nonpublic personal information about you to third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to third parties in order to assist in servicing your account with us, in order to collect on the account, to respond to subpoenas from government entities, and to report your credit card accounts to credit bureaus.

We are permitted by law to share with our affiliates information about our experiences or transactions with you or your credit card accounts. We also may disclose to our affiliates all of the information we collect. You may opt-out of having us provide to our affiliates information that is not directly related to our experiences or transactions with you or your account (other than disclosures permitted by law) by completing and returning the detachable form.

To ensure your customer information is safe, we have in place several safeguards. We restrict access of your nonpublic personal information to those employees who need to know that information to review and maintain your account, to provide products or services to you or for another business reason. We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information.

At any time you decide to close your account or become an inactive customer, we will continue to adhere to the procedures described in this notice and any proper opt-in requests you make.

If you wish to participate in the options listed below, please enter your credit card account number(s) to which you want the options to apply. check the applicable box, and complete the name and address portion:

- ☐ YES! Please allow me to obtain information on other quality products and services. You may disclose my Nonpublic Personal Information to nonaffiliated third parties.
- ☐ Please do not provide your affiliates information that is not directly related to my experiences or transactions with my credit card account (other than disclosures permitted by law).

Cardmember Name – please print

Street Address

City

State

Zip

X

Cardmember Signature _____

At First National Bank Omaha, we make privacy a top priority. Please allow 8-10 weeks for your requests to take effect. Once your request has been processed it will remain in effect until you request a change.

© 2001 First National Bank of Omaha

Detach, fold, moisten, seal and mail

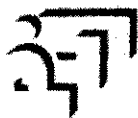
Please complete
this postage-paid
detachable form
and return it to us
by mail.



First National Bank
Omaha

PO Box 2963
Omaha NE 68172-9890

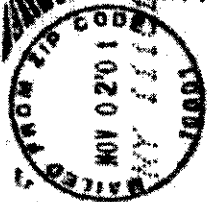
PLI Brokerage, Inc.



Personal Insurance
Professional Solutions

PRIORITY
FIRST CLASS

N.C.



30255

U.S. POSTAGE

7093519
PB METER

Robert W. Teschke
President & CEO

PLI Brokerage, Inc.



*Personal Insurance.
Professional Solutions.*

An Open Letter to Our Valued Clients:

It's been some time since the terrorist tragedy struck our country, and our hearts remain heavy with sorrow for the victims and their loved ones. Some of you, our valued clients, may have lost relatives, friends, and acquaintances in the horrible events of September 11. If so, we offer you our heartfelt sympathy and stand ready to be of assistance in any way we can.

As you may be aware, PLI's parent company is The Chubb Corporation (Chubb), a highly respected company in the insurance industry. Since 1882, Chubb has built a reputation of excellent service, particularly in the area of claim settlement. In addition to Chubb, we represent many other premier insurers who maintain an equally strong commitment to customer service. In these difficult times, we especially value their support in helping our clients with their financial losses.

PLI, your insurance broker, is a strong organization with caring people. We value our relationship and endeavor to offer you coverage from the finest insurance companies, backed by our quality service and insurance consultation. Now more than ever, we also value your privacy, and make client confidentiality a top priority. With that in mind, enclosed is our privacy policy that I ask you to read and keep with your other PLI insurance documents.

Thank you for your business and your continued loyalty to PLI.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Robert W. Teschke'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Robert W. Teschke

PRIVACY POLICY AND PRACTICES

PLI is dedicated to providing our clients with customized solutions for their personal insurance needs. To continue to provide you with superior service and competitive coverage and rates, we collect certain personal information about you, which is described below in **The Personal Information We Collect**. At PLI, we respect the privacy of our clients. We do not sell or share our client lists with anyone else for the purpose of marketing their products to you. PLI's personal information handling practices are regulated by law and this Privacy Policy describes those practices.

PLI's Privacy Policy

The Personal Information We Collect. PLI collects personal information about you and the members of your household to conduct business operations, provide client service, obtain insurance quotations and coverage for you, and satisfy legal and regulatory requirements.

We may collect the following categories of information about you from these sources:

- Information from you directly or through another agent or broker assisting you, including information from applications, worksheets, questionnaires, documents required to obtain insurance coverage, claim forms or other documents (such as name, address, driver's license number, social security number, vehicle registration, vehicle financing and mortgage information).
- Information about your transactions with us, our affiliates or others (such as policies obtained, products or services purchased, claims made, account balances and payment history).
- Information from a consumer reporting agency (such as motor vehicle reports and credit reports).
- Information from other non-PLI sources (such as prior loss information and demographic information).
- Information from visitors to our web sites (such as that provided through online forms and online information-collecting devices known as "cookies"). PLI does not use "cookies" to retrieve information from a visitor's computer that was not originally sent in a "cookie".

"Opt Out" Option

The law permits certain types of disclosures, such as for the processing of the insurance transaction without allowing an opt out. PLI does not have an opt out option as we do not disclose your personal information to nonaffiliated third parties other than as described below. Therefore, no action is required by you.

The Personal Information We Share. PLI may disclose the personal information we collect only to service, process or administer business operations such as obtaining quotations or securing insurance coverage for you from insurance companies, and for other purposes such as the marketing of products or services, regulatory compliance, the detection or prevention of fraud, or as otherwise required or allowed by law. These disclosures may be made without prior authorization from you, as permitted by law.

Sharing Personal Information With Others. PLI may disclose the personal information we collect to affiliated and nonaffiliated parties for processing and servicing transactions, such as insurance companies, other insurance agents or brokers assisting you, rating vendors, property and automobile appraisers, auditors and claim adjusters. For example, PLI may disclose personal information to our affiliates and other parties that perform services for us such as customer service or account maintenance. Specific examples include mailing information to you and maintaining or developing software for us. PLI may also disclose personal information to nonaffiliated parties as permitted by law. For example, we may disclose information as required in response to a subpoena, to detect or prevent fraud or to comply with an inquiry or requirement of a government agency or regulator.



Sharing Personal Information With Service Providers or for Joint Marketing. PLI may disclose the personal information we collect to service providers who perform functions for us, to other agents or brokers assisting you and to other financial institutions with whom we have a joint marketing agreement. Any such disclosure is required to be subject to an agreement with us that includes a confidentiality provision.

Confidentiality and Security of Personal Information. Access to personal information is allowed for business purposes only. The people who have access to personal information, including employees of PLI and its affiliates, and nonemployees performing business functions for PLI, are under obligations to safeguard such information. PLI maintains physical, electronic and procedural safeguards to guard your personal information.

Personal Health Information. At the direction of insurance companies, we may also collect personal health information about our clients, such as information regarding an accident, disability or injury, for the purpose of securing insurance quotations and coverage or reporting claims. PLI does not disclose your personal health information to others for the purpose of marketing other products and services to you unless we have your consent.

Personal Information of Former Clients. PLI's personal information privacy policy also applies to former clients.

Changes in Privacy Policy. PLI may choose to modify this policy at any time. We will notify clients of any modifications at least annually. If we change our disclosure practices in a way that allows an opt out, we will provide clients an opportunity to request that information not be disclosed for marketing purposes.

Definitions.

"Client" and "you" mean any individual who obtains or has obtained a financial product or service from PLI that is to be used primarily for personal, family or household purposes. This notice applies to clients only.

"Personal information" means nonpublic personal information, which is defined by law as personally identifiable financial information provided by you to PLI, resulting from a transaction with or any service performed for you by PLI, or otherwise obtained by PLI. Personal information does not include publicly available information as defined by applicable law.

"PLI" means the following companies on whose behalf this notice is given:

Personal Lines Insurance Brokerage, Inc.

Personal Lines Insurance Brokerage of Massachusetts, Inc.

Personal Lines Insurance Brokerage, Inc. (a Texas local recording agency)

Personal Lines Life Insurance Brokerage, Inc. (a Texas local recording agency)

Ecco General Agency, Inc.

PLI

Attention: Privacy Inquiries

25 Independence Boulevard

4th Floor

Warren, NJ 07059

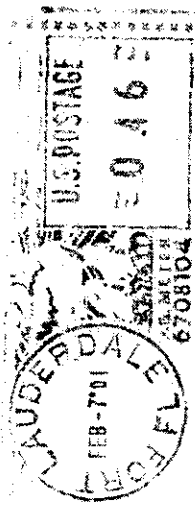




American Express P.O. Box 297812 Ft. Lauderdale Florida 33329-7812

AA16

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FIRST CLASS



Your Statement Is Enclosed

YOU CAN DO IT ALL ONLINE!



- Check your balance and pay your bill
- Invest online with American Express Brokerage
- Find great offers for you or your business on the Offer ZoneSM
- Bank online with Membership B@nkingSM from American Express Centurion Bank

American Express Online Services, visit us at www.americanexpress.com

An Important Notice Concerning Cardmember Privacy



Cards

At American Express, maintaining our customers' trust and confidence is a high priority. That's why we want you to understand how we protect your privacy when we collect and use information about you, and the measures we take to safeguard that information. We also want you to understand the benefits that the Card provides to you, including valuable offers you may receive through the mail, by telephone, or e-mail, and how you can let us know if you prefer not to receive these offers ("opt out"). This Privacy Notice is from American Express Travel Related Services Company, Inc. and American Express Centurion Bank which are referred to in this Notice as "American Express," "we," "our," and "us." This Notice is addressed to United States holders ("Cardmembers") of personal American Express® Charge Cards or accounts, Optima® Cards or accounts, and other personal credit Card accounts issued by American Express (these Cards and accounts are referred to in this Notice as "Cards" or "Card accounts"). You may receive additional privacy notices in connection with other products and services provided by American Express or our affiliates (other companies within the American Express family, related to us by common control or ownership and referred to in this Notice as "American Express Affiliates").

Information We Collect

As part of providing you with your American Express® Card and related American Express online and offline products and services, we obtain nonpublic personal information ("Cardmember Information") about you, including:

- Information we receive from you on applications, surveys, online registrations or other forms (such as your name, address, social security number and income);
- Information about your Card account and Card transactions (such as your Card account number and spending and payment history and your use of online Card-related products and services) and other transactions with American Express, American Express Affiliates, and others;
- Information about your creditworthiness, credit history, and other information about you that we obtain from consumer reporting agencies, from establishments that accept the Card, from other companies we work with, or from providers of marketing and demographic information, including information that may indicate your purchasing preferences, and information obtained in connection with our efforts to protect against fraudulent or unauthorized use of Card accounts.

Information Security

Only those persons who need it to perform their job responsibilities are authorized to have access to Cardmember Information. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardmember Information.

To establish, administer and manage Card accounts, to provide customer service to Cardmembers, to process and transactions and account statements, to process research and analysis, and to deliver Cardmember benefits and programs, it's often necessary for us to disclose Cardmember Information to companies that we work with us. For example, we may provide certain Cardmember Information to companies, including American Express Affiliates, that perform services in connection with Cardmember benefits, features, or programs, or that perform other business operations or services, including marketing services, on our behalf. We may also provide certain Cardmember Information to companies that offer affinity, frequent user, or reward programs in which you have enrolled or which are provided as part of your Card account, or to other financial institutions with which we have joint marketing agreements. And we may provide certain Cardmember Information to others outside of American Express as permitted by law, such as to government entities or other third parties in response to subpoenas, or to consumer reporting agencies.

An important benefit of your Cardmembership is the opportunity to receive offers for products and services from American Express and American Express Affiliates, from participating merchants that accept the Card, and from other establishments that accept the Card, and from other participating companies are work with. We try to provide these offers to Cardmembers who are most likely to find them of value. These offers are carefully developed under strict conditions designed to safeguard Cardmember information.

We work with American Express Affiliates and other companies that perform marketing services on our behalf to develop and mail offers based on Cardmember information for products and services of American Express and American Express Affiliates.

Offers for Products and Services of Other Companies
As described in this Notice, we work with other companies to service your Card account. We also work with other companies, such as establishments that accept the Card, to provide Cardmembers with offers for products and services of other companies. We may disclose Cardmember information to these companies to develop and deliver these offers to you unless you direct us not to.

If you opt out, we may still include notices and information about the Card and other products and services when communicating with you about your Card account and related products and services. You may also still receive mailings that are developed independently of your Card membership and are not based on Cardmember Information. If you are the Basic (primary) Cardmember on your Card account, your choice to opt out will apply to additional Cardmembers on your Card account as well.

TEAR AT DOTTED LINE. MOISTEN, FOLD, SEAL AND MAIL.

If you opt out, you may not receive offers for other American Express products and services that may be of value to you.

If you opt out, you may not receive offers that may be of value to you from merchants that accept the American Express Card.

American Express Affiliates include financial advisors, publishers, insurance companies, and travelers' cheque issuers. American Express Travel Related Services Company, Inc. and American Express Centurion Bank may disclose certain Cardmember information to each other and to certain other American Express Affiliates to provide services in connection with your Card account and to help us provide you with offers for other products or services that you may find of value. We are permitted by law to share with our affiliates information about our transactions or experiences with you (such as your Card account balances and payment history). You may direct us not to share other credit-related information (such as credit history and other information shown on consumer credit reports and income and asset information from applications) with American Express Affiliates except as permitted by law.

If you opt out, you may not receive offers for other credit or charge card products, lines of credit, or extended payment options that may be of value to you.

and us of your preferences. You do not need to change your settings.

TEAR AT DOTTED LINE. MOISTEN. FOLD, SEAL AND MAIL.

You need to enter only one Card account number. Your opt-out choices apply to Card accounts on which you are the Basic (primary) Cardholder. You will receive different Privacy Notices for certain Card accounts that provide information and different opt-out choices applicable only to those Card accounts.

Street Address

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Cardmember Signature

© 2001 American Express Travel Related Services Company, Inc.

Telephone Offers

From time to time we may contact you by telephone to notify you of American Express' own products and services or products or services that we offer in conjunction with our business partners that you may find of value.

CHOICE: If you prefer you may opt out from receiving these offers by calling us at 800-297-8378 or by selecting that choice on the form attached below and returning it to us.

If you opt out from receiving these offers, we may still call you to notify you of important information about your Card account. When you call us, we may tell you about other relevant products or services.

Former Customers

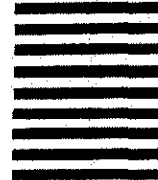
If you decide to close your Card account(s) or your Card account(s) become inactive or are closed for some other reason, we will continue to treat and safeguard Cardmember Information as described in this Notice.



Cards



No Postage
Necessary
If Mailed in the
United States



BUSINESS REPLY MAIL

FIRST CLASS MAIL PERMIT NO. 5595 FT. LAUDERDALE FL

Postage will be paid by addressee

American Express
Cardmember Information Services
PO Box 299836
Ft. Lauderdale, FL 33329-9836



CITIBANK USA

P.O. Box 15066

Wilmington, DE 19850-5066

PRESORTED
FIRST CLASS
MAIL
U.S. POSTAGE
PAID
HAUPPAUGE, N.Y.
PERMIT#268

Important Account Information Enclosed

IMPORTANT NOTICE ABOUT YOUR ACCOUNT

Effective as of the first day of the first billing cycle that ends on or after June 1, 2001, we are amending and restating your existing Credit Card Agreement and Disclosure Statement and, if applicable, the Credit Card Pricing Supplement, including substituting or adding the provisions below relating to the cash advance rate, adjustment event pricing, and arbitration. The terms and provisions contained in the attached Card Agreement replace the terms and provisions of your existing Agreement. We encourage you to read this notice and the attached Citibank (South Dakota), N.A. Card Agreement and save it for future reference.

Annual Percentage Rate for Cash Advances:

Your ANNUAL PERCENTAGE RATE for Cash Advances (excluding the Balance Transfer and Creditline Check type of Cash Advance) is 19.99%, which, when divided by 365, corresponds to a daily periodic rate of 0.0548%.

Interest Rate Adjustment Event:

The annual percentage rate for Purchases, Balance Transfers and Cash Advances may vary if you default under any Citibank card agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE (including any promotional rate) on all balances to a higher rate of up to 19.99% plus the Prime Rate. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank card agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual percentage rate on new Purchases, new Cash Advances (including Balance Transfers), or both after you have met the terms of all Citibank card agreements for at least six months. Your existing balances will remain subject to the higher rate until they are paid in full. Any increase or decrease in a variable annual percentage rate takes effect as of the first day of the billing cycle in which your account met the criteria outlined above and for all subsequent billing cycles thereafter.

The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

Arbitration:

One of the amendments to your existing Credit Card Agreement and Disclosure Statement is the addition of a provision specifying that either you or we can require that any controversy or dispute be resolved by binding arbitration. Please read that amendment carefully. This provision does not apply to: (i) individual Claims of the named parties in any court case filed before the effective date of the amendment of the Agreement adding this arbitration provision; or (ii) Claims by unnamed members of a class in any lawsuit that has been certified as a class action, if notice has been provided to the class as directed by the Court before the amendment's effective date. Except for those limited exceptions, this arbitration provision applies to all Claims in existence on the effective date of the amendment or that arise after that.

If you do not wish to accept the changes, you must notify us in writing by May 25, 2001, stating your non-acceptance. Include your name, address and account number on this correspondence and mail it to: Citibank, P.O. Box 17067, Wilmington DE 19850-7067. Upon receipt of your notification of non-acceptance, your account will be closed to further activity and you agree to pay all amounts due as required at the existing terms. If your account is already closed and you wish to opt out of the new terms, you will also need to contact us as outlined in this paragraph in order to indicate non-acceptance. If we have not received written notice by May 25, 2001, or if we receive written notice by the due date but you use your account after May 25, 2001, you will have agreed to the new terms which will apply to your account and the entire outstanding balance on your account.

For more detailed information, please review this entire notice and the accompanying Card Agreement carefully and keep it with your important records.

Citibank (South Dakota), N.A. Card Agreement

This Agreement, the Credit Card Pricing Supplement (the "Pricing Supplement") and the card carrier are your Citibank (South Dakota), N.A. Card Agreement. The Pricing Supplement and the card carrier contain important account information, including the annual percentage rate, the amount of any membership fee and any promotional pricing. Please read and keep this Agreement, including the Pricing Supplement, for your records.

To simplify the rest of this Agreement for you, the following definitions will apply. The words you, your, and yours mean the person responsible for this Agreement, to whom we direct the billing statement. The word card means one or more cards that we have issued with your account number. The words we, us, and our mean Citibank (South Dakota), N.A. The words authorized user means any person to whom you give permission to use your account. The words Creditline checks mean one or more checks that we may provide for you to obtain a cash advance. The words Balance Transfer checks mean one or more checks that we may provide for you to obtain a balance transfer. Balance transfers will be treated as Cash Advances for all purposes, except as otherwise described in this Agreement.

Using Your Account and Your Credit Line:

The card must be signed to be used. Your initial credit line appears on the card carrier containing the card. At our discretion and at any time, we may change your credit line. We will notify you if we do, either by mail or through a billing statement sent either before or after the change takes effect. You may request a change to your credit line by contacting Customer Service by telephone or mail.

The full amount of your credit line is available to buy or lease goods or services wherever the card is honored, as well as for cash through any bank or automated teller machine that accepts the card or by using Creditline Checks. The total amount charged on your account, including Purchases, Balance Transfers, Cash Advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us. Your card must only be used for lawful transactions.

Additional Cards:

You may request additional cards on your account for yourself or others and you may permit another person to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke permission for any person you previously authorized to use your account. If you tell us to revoke another person's use of your account, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Membership Fee:

The Pricing Supplement sent with your card (and as subsequently amended, if applicable) indicates whether your account is subject to a membership fee. If it is, the fee is added to the purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing date of the billing statement on which the fee is billed.

Billing:

Your billing statement shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line; an itemized list of current charges, Creditline Checks, payments and credits; a summary showing separately the Purchase and Cash Advance balances, and finance charges assessed on each balance; and other important information. If you default under this Agreement, we may, in our sole discretion, stop sending you billing statements if we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, arbitration or suit.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

How We Determine the Balance:

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases or Cash Advances and subtract any payments and credits that we receive. We then add the appropriate finance charges and fees and make other applicable adjustments.

Annual Percentage Rate (APR)

Reference is made to the Pricing Supplement for rates applicable to your account. Such Pricing Supplement (and as amended from time to time) indicates the rates applicable to your account and is hereby incorporated by this reference. The Pricing Supplement will indicate if your rate is fixed or variable. See below for how Fixed or Variable Rates are determined.

Fixed Annual Percentage Rate:

If the finance charges are calculated using a Fixed rate, the annual percentage rate and the periodic rate factor are stated in your Pricing Supplement. A Fixed rate APR may be changed from time to time at the discretion of the Bank.

Variable Annual Percentage Rate:

If the annual percentage rate is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the margin that appears on the Pricing Supplement to the Prime Rate published in *The Wall Street Journal* on the first business day of each month. If more than one Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply, as of the first billing cycle which ends on or after the second Friday of the month in which the index changes.

Annual Percentage Rate for Purchases and Balance Transfers:

Your ANNUAL PERCENTAGE RATE for Purchases and Balance Transfers (the latter may be considered to be a type of Cash Advance for purposes of the grace period for finance charge accrual and fees under this Agreement) and the corresponding daily periodic rate appear on the Pricing Supplement. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not the annual percentage rate for purchases is fixed or is based on the U.S. Prime Rate plus a margin is indicated on the Pricing Supplement (see below for details of rate computation).

Annual Percentage Rate for Cash Advances:

Your ANNUAL PERCENTAGE RATE for Cash Advances (excluding the Balance Transfer and Creditline check type of Cash Advance) is 19.99%, which, when divided by 365, corresponds to a daily periodic rate of 0.0548%.

Interest Rate Adjustment Event:

In addition, the annual percentage rate for Purchases, Balance Transfers and Cash Advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE (including any promotional rate) on all balances to a higher rate of up to 19.99% plus the Prime Rate. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual percentage rate on new purchases, new Cash Advances (including Balance Transfers), or both after you have met the terms of all Citibank Card Agreements for at least six months. Your existing balances will remain subject to the higher rate until they are paid in full. Any increase or decrease in a variable annual percentage rate takes effect as of the first day of the billing cycle in which your account met the criteria outlined above and for all subsequent billing cycles thereafter.

The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

Promotional Rate Offers:

At our discretion, we may offer you a promotional annual percentage rate for all or a part of the Purchase and/or Cash Advance balances. The period of time for which the promotional rate applies may be limited. We may also offer you a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with others. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Finance Charges:

Finance charges will begin to accrue from the date of the transaction for purchases and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance listed on the last billing statement by the payment due date on that statement, if any, you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of finance charges on Purchases. For Cash Advances and

Balance Transfers, finance charges will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account.

We will calculate finance charges as follows:

- We figure a portion of the finance charge on your account by multiplying the daily balance for purchases and the daily balance for Cash Advances by the applicable daily periodic rate and adding together any such finance charges for purchases and separately adding together any such finance charges for Cash Advances for each day in the billing period.

- For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and varies with the number of days in the billing period. It includes the Statement/Closing Date of the current billing period.

- To calculate the daily balances, we take the beginning balance for Purchases and the beginning balance for Cash Advances each day, add any new transactions, fees, and any finance charge on the previous day's balance, subtract any payments or credits, and make other adjustments. Unless we elect to use a later date, we add a new purchase to the purchase balance as of the date of the Purchase and a new Cash Advance to the cash advance balance on the date of the advance. A credit balance is treated as a balance of zero.

- The balances subject to finance charge for Purchases and for Cash Advances on the billing statement are each the average of the respective daily balances during the billing period. If you multiply these figures by the number of days in the billing period and by the applicable daily periodic rates, the results will be the periodic rate finance charges assessed, except for minor variations caused by rounding.

- If the balance for Purchases or for Cash Advances is subject to more than one rate (for example, because of purchases or Cash Advances made during a promotional rate offer), we will separately calculate each balance subject to each different rate and the resulting finance charge in the same manner as described above.

Transaction Fee for Balance Transfers:

You have obtained a Balance Transfer if you transfer a balance from any other creditor by means other than a Creditline Check, or you obtain funds through a Balance Transfer check (provided from time to time in connection with account promotions). To each balance transfer we add an additional FINANCE CHARGE of 3.0% of the balance transfer, but not less than \$5. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

Transaction Fee for Other Cash Advances:

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM); through a Creditline check, through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or casino chip, or similar item; or engage in another similar transaction. For each cash advance, we add an additional FINANCE CHARGE of 3.0% of the advance, but not less than \$5. This fee will be added to the cash advance balance. (The amount of the cash advance may include a surcharge that the ATM owner imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

Minimum Finance Charge:

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and Cash Advances is less than \$1.00 we assess a minimum FINANCE CHARGE, based on periodic rates, of \$1.00.

Credit Balance:

You may not maintain a credit balance on your account in excess of your assigned credit line. We will return to you any credit amount over \$1.00 if the amount has been on your account longer than six months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account.

Transactions Made in Foreign Currencies:

If a transaction is made in a foreign currency, we and Visa® International or MasterCard® International, depending on which card is used, will convert the transaction into a U.S. dollar amount. Visa and MasterCard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and

procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Both Visa and MasterCard increase this conversion rate by 1% and keep this increase. We increase the conversion rate provided to us by Visa or MasterCard by 2% and keep this increase. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Amount Due:

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of (a) the amount of your billed finance charges or (b) one of the following: the greater of \$15.00 or 2% of the total balance on your account as of the monthly billing date.

You must pay at least the minimum amount by the payment due date, but you may pay more at any time without a penalty. We will allocate payments to amounts owed on your account at our discretion. This includes, but is not limited to, applying payments to promotional balances, such as balances you obtain by using Balance Transfer checks; before we apply such payments to your other purchase or cash advance balances. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you. If you choose to skip a payment when offered, we will continue to assess finance charges.

Payments:

Instructions for making payments are on your billing statement. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement or if the payment is not made in accordance with any of our other instructions. We reserve the right to restore your "available credit" based upon such payment after such time, and not before, that your check or other payment instrument is actually paid by the drawee. We reserve the right to accept payments made in foreign currency; if we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars.

Over-the-Credit-Line Fee:

We will add a \$29 fee for each billing period that the Balance exceeds your credit line at any time during the billing cycle.

Late Fee:

We will add a \$29 fee for each billing period you fail to make the minimum payment by its due date.

Returned Payment Fee:

We will add a \$29 fee when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Creditline Checks:

Creditline Checks may be used to purchase goods and services or to obtain cash up to the amount of your available credit line limit unless that amount plus any applicable transaction fees will cause the balance to exceed your credit line. We will treat Creditline Checks as a cash advance.

Each Creditline Check must be in the form we have issued and must be used according to any instructions we give you. Creditline Checks may be used only by the person whose name is printed on them. Creditline Checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Creditline Checks, nor will we return paid Creditline Checks.

Balance Transfer Checks:

Balance Transfer checks may be used to transfer balances from others or to obtain funds up to the amount of your available credit line. Each Balance Transfer check must be in the form we have issued and must be used according to any instructions we give you. Balance Transfer checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Balance Transfer checks, nor will we return paid Balance Transfer checks.

Returned Creditline Check Fee:

We will add a \$29 fee to the cash advance balance if we decline to honor a Creditline or Balance Transfer check. We may decline to honor such checks if, for example, the amount of the check would cause the balance to exceed your credit line, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

No Stop Payment Orders on Creditline or Balance Transfer Checks:

We do not honor stop payment orders for Creditline or Balance Transfer checks drawn against your Account's available credit limit. You should not, therefore, use a Creditline or a Balance Transfer check if you anticipate the need to stop payment for any reason. You agree that we shall have no liability to you or any other party because we do not honor stop payment orders. Once a charge is made through the use of the card or account number we cannot "stop payment" on the charge. If there is a dispute involving a charge on your account, please refer to the section entitled "What To Do If There's An Error In Your Bill".

Lost or Stolen Cards, Account Numbers, or Creditline and Balance Transfer Checks:

If any card, account number or check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened, and to comply with such procedures as we may require in connection with our investigation. Don't use the card, account number, or any checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the account, but not for more than \$50. You won't be liable for unauthorized purchases or Cash Advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default:

You default under this Agreement if you fail to pay the minimum payment listed on each billing statement when due, fail to make a payment to any other creditor when due, file for bankruptcy, exceed your credit line, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed, pay by automatic debit that is returned unpaid, or default on any other Citibank Card Agreement. If you default, we may close your account and demand immediate payment of the full balance.

Unauthorized Charges:

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third-party vendors for insurance premiums or other goods or services. If unauthorized charges are suspended, you must contact the third-party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

Collection Costs:

If we refer collection of your account to a lawyer who is not our salaried employee, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action or arbitration, to the extent permitted by law.

Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CONTROVERSY OR DISPUTE BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to arbitrate:

You and we agree that either you or we may, without the other's consent, require that any controversy or dispute between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and to the extent State law is applicable, the State law governing this Agreement.

Claims covered:

• Claims subject to arbitration include, but are not limited to, disputes relating to the establishment, terms, treatment, operation, handling, limitations on or termination of your account; any disclosures or other documents or communications relating to your account; any transactions or attempted transactions involving your account, whether authorized or not; billing, billing errors, credit reporting, the posting of transactions, payments or credits, or collection matters relating to your account; services or benefits programs relating to your account, whether or not they are offered, introduced, sold or provided by us; advertisements, promotions, or oral or written statements related to (or preceding the opening of) your account, goods or services financed under your account, or the terms of financing; the application, enforceability or interpretation of this Agreement, including this arbitration provision; and any other matters relating to your account, a prior related account or the resulting relationships between you and us. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

• Claims subject to arbitration include not only Claims made directly by you, but also Claims made by anyone connected with you or claiming through you, such as a co-applicant or authorized user of your account, your agent, representative or heirs, or a trustee in bankruptcy. Similarly, Claims subject to arbitration include not only Claims that relate directly to us, a parent company, affiliated company, and any predecessors and successors (and the employees, officers and directors of all of these entities), but also Claims for which we may be directly or indirectly liable, even if we are not properly named at the time the Claim is made.

• Claims subject to arbitration include Claims based on any theory of law, any contract, statute, regulation, ordinance, tort (including fraud or any intentional tort), common law, constitutional provision, respondeat superior, agency or other doctrine concerning liability for other persons, custom or course of dealing or any other legal or equitable ground (including any claim for injunctive or declaratory relief). Claims subject to arbitration include Claims based on any allegations of fact, including an alleged act, inaction, omission, suppression, representation, statement, obligation, duty, right, condition, status or relationship.

• Claims subject to arbitration include Claims that arose in the past, or arise in the present or future. Claims are subject to arbitration whether they are made independently or with other claims in proceedings involving you, us or others. Claims subject to arbitration include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any Claim(s) advanced in the lawsuit by any other party or parties. Claims subject to arbitration include Claims made as part of a class action or other representative action, and the arbitration of such Claims must proceed on an individual (non-class, non-representative) basis.

• If you or we require arbitration of a particular Claim, neither you, we, nor any other person may pursue the Claim in any litigation, whether as a class action, private attorney general action, other representative action or otherwise.

• Claims are not subject to arbitration if they are filed by you or us in a small claims court, so long as the matter remains in such court and advances only an individual (non-class, non-representative) claim.

Initiation of arbitration:

The party filing an arbitration must choose one of the following three arbitration administrators: National Arbitration Forum; American Arbitration Association; or JAMS. These administrators are independent from us, and you and we must follow their rules and procedures for initiating and pursuing an arbitration. If you initiate the arbitration, you must also notify us in writing at:

Arbitration Officer
Post Office Box 17182
Wilmington, DE 19850-7182

If we initiate the arbitration, we will notify you in writing at your then current billing address or (if your account is closed) the last address at which we contacted you. Any arbitration hearing that you attend will be held at a place chosen by the arbitrator or arbitration administrator in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration administrators named above, and other related materials, including forms and instructions for initiating an arbitration, by contacting the arbitration administrators as follows:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
Web site: www.arbitration-forum.com

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4805
Web site: www.adr.org

JAMS
1920 Main Street, Suite 300
Irvine, CA 92610
Web site: www.jamsadr.com

Procedures and law applicable in arbitration:

A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired or former judge. The arbitrator will be selected in accordance with the rules of the arbitration administrator. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless this Arbitration provision is inconsistent with those procedures and rules, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of, any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs:

If we file the arbitration, we will pay the initial filing fee. If you file the arbitration, you will pay the initial filing fee unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. We will reimburse you for the initial filing fee if you paid it and you prevail. If there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first day of that hearing. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so, or you ask us and we determine there is good cause for doing so. Each party will bear the expenses of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all expenses from another party.

No consolidation or joinder of parties:

All parties to the arbitration must be individually named. Claims by persons other than individually named parties shall not be raised or determined. Notwithstanding anything else that may be in this arbitration provision or Agreement, no class action, private attorney general action or other representative action may be pursued in arbitration; nor may such action be pursued in court if any party has elected arbitration. Unless consented to by all parties to the arbitration, Claims of two or more persons may not be joined, consolidated or otherwise brought together in the same arbitration (unless those persons are applicants, co-applicants or authorized users on a single account and/or related accounts or parties to a single transaction or related transactions); this is so whether or not the Claims (or any interest in the Claims) may have been assigned.

Enforcement, finality, appeals:

You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if any such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Failure or forbearance to enforce this arbitration provision at any particular time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing.

Within fifteen days after an award by the single arbitrator, any party may appeal the award by requesting in writing a new arbitration before a panel of three

neutral arbitrators designated by the same arbitration administrator. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel, or an award by a single arbitrator after fifteen days has passed, shall be final and binding on the parties, subject to judicial review that may be permitted under the FAA. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, nor on the resolution of any other dispute or controversy.

Severability, survival:

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account and the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer or assignment of your account, or any amounts owed on your account, to any other person. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Telephone Monitoring and Recording:

From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

Correcting Your Credit Report:

If you think we reported erroneous information to a credit reporting agency, write us at the address listed on the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them.

Closing Your Account:

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. We may also reissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request.

Refusal of the Card:

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity. We may approve transactions that cause the balance to exceed your credit line without waiving any of our rights under this Agreement.

Changing this Agreement:

We can change this Agreement, including all fees and the annual percentage rate, at any time. We can also add or delete provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. However, if the change will cause the rate or rates of periodic interest to increase, we will mail you written notice at least 25 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Otherwise, the change in the notice is binding on you. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Enforcing this Agreement:

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Assignment:

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

Applicable Law:

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

Additional Information

What To Do If There's An Error In Your Bill.

Your Billing Rights. Keep This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address provided in the Billing Rights Summary portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Please sign your letter.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell your deposit bank and us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

Special Rule for Credit Card purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
 - The purchase price must have been more than \$50.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**Important Information
Regarding Your
Privacy**

Our Privacy Notice

Keeping customer information secure is a top priority for all of us at Citibank USA.* We are sending you this privacy notice to help you understand how we handle the personal information about you that we collect and may disclose. This notice tells you how you can limit our disclosing personal information about you. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

Our Policies and Practices to Protect Your Personal Information

We protect personal information we collect about you by maintaining physical, electronic, and procedural safeguards that meet or exceed applicable law. Third parties who have access to personal information must agree to follow appropriate standards of security and confidentiality.

We train people who work for us how to properly handle personal information; and we restrict access to it. As a current customer, you can rely on the Citigroup Privacy Promise for Consumers that we follow as a member of the Citigroup family of companies. It is found on the reverse side of this notice.

Categories of Personal Information We Collect and May Disclose

The personal information we collect about you comes from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, and telephone number,
- Information about your transactions with us, our affiliates, or nonaffiliated third parties, such as your account balances, payment history, and account activity,
- Information we receive from a consumer reporting agency, such as your credit bureau reports and other information relating to your creditworthiness, and
- Information we receive about you from other sources, such as your employer and other third parties.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

Categories of Affiliates To Whom We May Disclose Personal Information

Our affiliates are the family of companies controlled by Citigroup Inc. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, securities, and insurance. Our affiliates include Citibank, CitiFinancial, Travelers Insurance, Associates, Salomon Smith Barney, and Primerica.

Categories of Nonaffiliated Third Parties To Whom We May Disclose Personal Information

Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup Inc.

We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance,
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you check **Box 1** on the **Privacy Choices Form**, we will not make these disclosures except as follows. First, we may disclose information about you as described above in "Categories of Personal Information We Collect and May Disclose" to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, including disclosures necessary to process and service your credit card account.

Your Privacy Choices

This section describes your privacy choices. Please remember that we will continue to protect your personal information regardless of your privacy choices.

Disclosing to Nonaffiliated Third Parties (Box 1)

As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you check **Box 1** on the **Privacy Choices Form**.

Sharing with Citigroup Affiliates (Box 2)

The law allows us to share with our affiliates any information about our transactions or experiences with you. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for example, credit bureaus) if you check **Box 2** on the **Privacy Choices Form**.

Our Mailing and Telemarketing Lists (Boxes 3 and 4)

We would like to keep you informed about promotional offers from our affiliates and from nonaffiliated third parties. If you wish to be taken off our credit card mailing and/or telemarketing lists that we use for such offers, please check **Box 3** and/or **Box 4** on the **Privacy Choices Form**.

We will continue to mail you information that you may find valuable in managing your credit card account, such as notice of special balance transfer rates, credit line increases, and new or upgraded Citigroup card products and services even if you have checked **Box 3**. We will also continue to send you promotional offers from third parties, but only through your billing statement.

Please allow approximately 30 days from our receipt of your privacy choices for them to become effective.** Your privacy instructions and any previous privacy instructions that you may have given us will remain in effect until you request a change.

** If you are also a customer of other Citigroup affiliates and you receive a notice of their intent to share information about you, you will need to separately notify them if you do not want them to share such information.

*Citibank USA is the issuer of your credit card account.

Privacy Choices Form

If you want to limit disclosures of personal information about you as described in this notice, just check the appropriate box or boxes to indicate your privacy choices. Then, send this form to the address listed below.

Box

1. ☐ Limit the personal information about me that you disclose to nonaffiliated third parties
2. ☐ Limit the personal information about me that you share with Citigroup affiliates
3. ☐ Remove my name from your mailing lists used for promotional offers
4. ☐ Remove my name from your telemarketing lists used for promotional offers

**My Citibank USA credit card
account number(s) are:**

Cardmember Name (Please Print)

Cardmember Address

City State ZIP
()

Phone number

If you checked any of the boxes above, please mail this form in a stamped envelope to:

**Bank Privacy
P. O. Box 15066
Wilmington, DE 19850-5066**

The Citigroup Privacy Promise for Consumers

While information is the cornerstone of our ability to provide superior service, our most important asset is our customers' trust. Keeping customer information secure, and using it only as our customers would want us to, is a top priority for all of us at Citibank USA, a member of the Citigroup family of companies.

Here, then, is our promise to our individual customers:

1. We will safeguard, according to strict standards of security and confidentiality, any information our customers share with us.
2. We will limit the collection and use of customer information to the minimum we require to deliver superior service to our customers, which includes advising our customers about our products, services and other opportunities, and to administer our business.
3. We will permit only authorized employees, who are trained in the proper handling of customer information, to have access to that information. Employees who violate our Privacy Promise will be subject to our normal disciplinary process.
4. We will not reveal customer information to any external organization unless we have previously informed the customer in disclosures or agreements, have been authorized by the customer, or are required by law or our regulators.

5. We will always maintain control over the confidentiality of our customer information. We may, however, facilitate relevant offers from reputable companies. These companies are not permitted to retain any customer information unless the customer has specifically expressed interest in their products or services.
6. We will tell customers in plain language, initially and at least once annually, how they may remove their names from marketing lists. At any time, customers can contact us to remove their names from such lists.
7. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards and to allow us to audit them for compliance.
8. For purposes of credit reporting, verification and risk management, we will exchange information about our customers with reputable reference sources and clearing-house services.
9. We will not use or share – internally or externally – personally identifiable medical information for any purpose other than the underwriting or administration of a customer's policy, claim or account, or as disclosed to the customer when the information is collected, or to which the customer consents.
10. We will attempt to keep customer files complete, up to date, and accurate. We will tell our customers how and where to conveniently access their account information (except when we're prohibited to do so by law) and how to notify us about errors which we will promptly correct.

Customer Privacy:

We will safeguard, according to strict standards of security and confidentiality, any information you share with us. We will limit the collection and use of any such information to the minimum we require in order to deliver you superior service, which includes advising you about our products, services, and other opportunities, and to administer our business. We will permit only authorized employees, who are trained in the proper handling of customer information, to have access to your information. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards and to allow us to audit them for compliance.

We will always maintain control over the confidentiality of your information. We will, however, facilitate relevant marketing and promotional offers from reputable companies that meet your needs. These companies are not permitted to retain any of your information unless you have specifically expressed interest in their products or services. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the address listed on the billing statement.

Except as set forth in this Agreement and except for reports to credit reporting agencies, information we are permitted to share with our affiliates, and information we share in connection with collection of your account, no one else will be given information about your account without your knowledge, authorization or proper legal authority.

Sharing Customer Information Among Our Affiliates:

To alert you to special offers and provide you with products and services that are tailored specifically to you, our affiliates share information about you on a confidential basis.

Our affiliates are permitted by law to share any information about their transactions or experiences with you. Other information you provide to us or that we obtain from third parties (for example, credit bureaus) will not be shared if you notify us that you do not want such information shared among our affiliates.

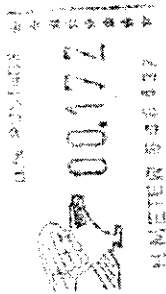
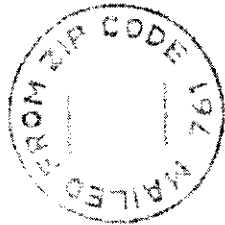
You may notify us in writing of your instruction at any time. Please send your name and address (as it appears on your account statement), along with your account type, account number and Social Security number to Bank Privacy, P.O. Box 15088, Wilmington, DE 19860-5088. We ask that you mail your instruction in a stamped envelope that does not include any other correspondence. If you have already told us that you do not want such other information shared, your instruction remains in effect. You do not need to notify us again.

If you are also a customer of other Citigroup companies (such as Citibank, Citicorp, Citicorp Property Casualty, Travelers Life & Annuity, Salomon Smith Barney and Primerica Financial Services) and you receive a notice of their intent to share certain information about you with their affiliates, you will need to separately notify them if you do not want such information shared.

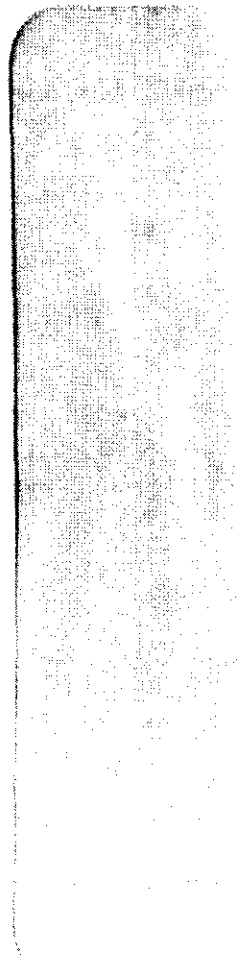


CUNA MUTUAL GROUP

2000 Heritage Way
Waverly, IA 50677



POST 511



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PRIVACY NOTICE

Your privacy is our priority. This is our pledge to you and, as you will see by reading this statement of our privacy practices, we take our promise very seriously.

The companies of the CUNA Mutual Group are dedicated to supporting credit unions in meeting the financial needs of their members. We work closely with credit unions so that together we may provide you with competitive financial products and services to meet your financial goals.

Over the years, we have also come to serve customers that may not have a credit union relationship and who work directly with our CUNA Mutual Life Insurance Company representatives. We value our relationship with you as strongly as we do with all of our customers. Regardless of how you come to be one of our customers, we remain dedicated to providing well-priced, high-quality insurance and investment products that contribute to your financial security.

This notice describes the privacy policy and practices followed by each of the affiliated companies of the CUNA Mutual Group. These companies include, but are not limited to, CUNA Mutual Insurance Society, which provides accident, health and life insurance; its permanent affiliate, CUNA Mutual Life Insurance Company, which provides life and long term care insurance and annuities; CUNA Brokerage Services, Inc., which is a registered broker dealer making available investments and mutual funds to our customers; MEMBERS Capital Advisors, Inc., formerly known as CIMCO Inc., our registered investment advisor; CUNA Mutual Mortgage Corporation, which provides mortgage loan origination, purchasing and servicing; CMG Mortgage Insurance Company, which provides private mortgage insurance; and CUNA Mutual Insurance Agency, Inc., which helps distribute insurance and annuity products to meet special needs of our customers; and Stewart Associates, Incorporated, which distributes collateral protection insurance and related services to credit unions.

Our privacy policy begins with this basic promise: We will demonstrate and maintain an unwavering commitment to protect the privacy of our customers. We will also align our practices to support the privacy policies credit unions adopt to protect their members. As financial services become more competitive and large conglomerates offer a wider range of products and services, credit unions will need to work closely with strategic partners to serve their members' needs. Our goal is to be the best strategic partner credit unions can have. These close working relationships will require exchanges of information based upon programs credit unions adopt to meet the financial needs of their members.

The CUNA Mutual Group and your credit union are committed to protecting your privacy as together we provide you competitive products and services today and into the future. Likewise, in order to promote the financial security of all our customers, we will work closely with strategic partners to broaden our offerings of insurance and investment products, increasing the quality and quantity of products our representatives can make available to you.

Given these objectives, our privacy practices can be explained as follows:

- **Your medical information is confidential:** CUNA Mutual's policy and practice is to keep your medical information confidential. Although it is sometimes necessary for us to collect medical information to issue you a product, we will not use or release it, for any purpose except as authorized by you, to underwrite insurance; to administer your policy, account or claim; investigate and report fraud; or as required by law.
- **What "nonpublic personal information" do we collect?** In order for CUNA Mutual to provide and administer insurance, annuity, mutual funds, or securities brokerage services, we collect personal information about you – some of which is "nonpublic." The nonpublic personal information we collect varies depending upon the product you

continued from other side

purchase. We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms (such as, name, address, age, Social Security number (or tax ID number), name of beneficiary, etc.).
- Information about your transactions with us, our affiliates, your credit union, or others (such as, the type of product you buy, the premium you pay, the shares you purchase, the method of your purchase, etc.).
- Information we receive from a consumer reporting agency (when part of our insurance underwriting practices) or other third parties such as general consumer purchasing and census data.

We use this information to issue and administer competitive financial products and services and to develop marketing programs so you and your credit union may learn about products, services and economic trends that can affect your financial decisions. Our practices are designed to manage it carefully.

- **What nonpublic personal information does CUNA Mutual disclose?** The companies of the CUNA Mutual Group are dedicated to building strong partner relationships with credit unions so that together, we may offer competitive financial products and services to credit union members and our customers. We structure these relationships to protect personal information. For example, CUNA Mutual does not release or sell customer information to telemarketing companies and we do not share with our affiliates, or others, the information we collect from consumer reporting agencies. However, as permitted by law, we may disclose certain portions of the information we collect (e.g., information described above from applications, transactions with our customers or general consumer purchasing or census data) with the following:
 - The affiliates of the CUNA Mutual Group to provide financial products and services such as group or individual credit, life, health, accident or mortgage insurance, annuities, mutual funds or securities brokerage services;
 - Credit unions, credit union service organizations or other financial institutions with whom we have joint marketing agreements. Companies that perform marketing or other services on our behalf.
 - In order to conduct our business, we also disclose nonpublic personal information to other non-affiliated third parties, but only as necessary to administer products and services we provide or as required or permitted by law.
- **We maintain strong confidentiality protections with credit unions and other strategic partners.** CUNA Mutual may disclose the information we collect, as described above, to credit unions, credit union service organizations and other financial institutions as permitted by law and subject to contractual confidentiality provisions which restrict the release and use of such information. These disclosures are made to make available competitive products and services to you and your credit union's membership and are based on the programs your credit union has adopted for these purposes. CUNA Mutual may enter into other strategic alliances with financial services companies in the future to improve our ability to offer competitive products and services to credit unions and their members as well as our non-credit union customers. Any future alliance that includes sharing personal information will follow the privacy practices described in this notice.
- **Information sharing restrictions:** Other than the disclosures referenced above, CUNA Mutual does not release your nonpublic personal information to unaffiliated third parties.
- **Information about former customers:** It is our practice to retire information obtained from a former customer and not use it for future marketing purposes. CUNA Mutual does not disclose nonpublic personal information of former customers with unaffiliated third parties or affiliates of the CUNA Mutual Group unless required by law.
- **How does CUNA Mutual protect the security of nonpublic personal information?** CUNA Mutual maintains strong security controls to ensure that the nonpublic personal information in our files and computers is protected. We restrict access to nonpublic personal information about you to designated personnel who need to know that information to provide products or services to you or may be responsible to maintain information security practices. We also maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Our goal is to provide you with the best financial products and services available. By partnering with credit unions and other financial institutions, we believe we can deliver meaningful financial products, services and information to help achieve the financial goals of members. Our commitment is to protect your privacy in all situations and to work closely with credit unions in meeting member needs.